

SUSTAINABILITY INSTITUTE, ET AL v. TRUMP

2:25-CV-02152-RMG

NEW HAVEN DECLARATION

EXHIBIT 18

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA  
CHARLESTON DIVISION**

THE SUSTAINABILITY INSTITUTE, et al.,  
Plaintiffs,

v.

DONALD TRUMP, IN HIS OFFICIAL CAPACITY  
AS PRESIDENT OF THE UNITED STATES, et al.,

Defendants.

**DECLARATION OF JUSTIN ELICKER (CITY OF NEW HAVEN)**

I, Justin Elicker, declare as follows:

1. My name is Justin Elicker. This declaration is based on my personal knowledge, professional education and experience. I am over the age of eighteen and suffer from no legal incapacity. I submit this declaration in support of the City of New Haven, which is one of many grant recipients that has been affected by freezes on federal grant funding.

2. The City of New Haven is a municipal corporation existing by virtue of the laws of the State of Connecticut.

3. I am the Mayor of the City of New Haven, Connecticut (hereinafter “New Haven” or the “City”). I have served in this position since January 1, 2020, and I supervise the City’s Budget Director in developing the City’s annual budget. I also supervise the City’s Executive Director of Climate and Sustainability.

4. I have long been committed to sustainability and environmental justice. Prior to becoming mayor, I earned a master’s degree in Environmental Management and served as

Executive Director of the New Haven Land Trust. As mayor, I created New Haven's office of Climate and Sustainability to prioritize these issues in our community.

5. In my tenure as Mayor, I have worked on the financial planning process for five budget cycles and the City has applied for and received numerous federal awards including the Environmental Justice Government-to-Government award, the Climate Pollution Reduction Grant, and the Community Change Grant at issue in this litigation.

6. In July 2024, New Haven was awarded a \$1 million Government-to-Government award to help city residents transition from burning heating oil to heating their homes with efficient heat pumps in order to reduce heating costs and air pollution. The award also helps residents to switch from gas stoves to induction stoves. A true and correct copy of the Cooperative Agreement is attached as Exhibit A.

7. The project has already begun in partnership with several partner organizations including the Community Action Agency of New Haven (CAANH). CAANH has already hired one full-time staff person to implement the project and other partner organizations have invoiced the City for staff time spent working on the project.

8. The funding under this award became unavailable on or before Monday, February 3, 2025. The City's Executive Director of Climate and Sustainability sent me a screenshot showing our lack of access to this and other grant accounts in the Automated Standard Application for Payments (ASAP). Since that time, he has periodically run Account Profile Inquiry reports on ASAP to check the status of the funding. When the funding has been frozen, its status has been labeled as "Suspended." When the funding has been unfrozen, its status has been labeled as "Open."

9. On Friday, February 7, 2025, the award's status was changed to "Open" and the City attempted to draw down funds to reimburse a partner for ongoing work. However, the EPA failed to process the drawdown request at that time.

10. An Account Profile Status report on Monday, February 10, 2025, showed that the funding was again labeled with a status of "Suspended." On February 11, 2025, our Executive Director of Climate and Sustainability sent me a screenshot showing the suspended status.

11. On February 20, 2025, the funding again became available and EPA subsequently processed the February 7 drawdown request.

12. On March 6, New Haven submitted two more drawdown requests, but neither was processed.

13. On March 10, 2025, in an Account Profile Status report, the account status indicator was again labeled as "Suspended." Since that time, the status has remained "Suspended."

14. New Haven urgently needs to tell its partner organizations whether to continue work funded by the Government-to-Government award. CAANH has already hired a dedicated staff member to implement the project and may need to eliminate the position if the funding remains suspended much longer. Because this program did not require the City to allocate matching funding, the project budget was structured to rely entirely on federal funds. As such, the City is limited in its ability to continue to pay CAANH's and other partner organizations' invoices for work related to this project as long as the funding is frozen.

15. Without this federal funding, New Haven will be unable to move forward with this program and New Haven residents will be deprived of the opportunity to reduce their energy costs. This includes households who have already been informed that they are eligible for the

program and have already been enrolled. Residents may also expect the program to continue based on information presented to the Board of Alders and reported on by the local media.

16. In July 2024, New Haven was also awarded a \$9.5 million grant under the EPA's Climate Pollution Reduction Grant Program. A true and correct copy of the Grant Agreement is attached as Exhibit B. The grant provides approximately 60% of the funding required for an advanced geothermal heat pump system that will heat and cool the City's main train station, Union Station, and also provide heating and cooling for 1000 units of mixed-income apartments the New Haven Housing Authority plans to build on adjacent property.

17. This grant became unavailable on or before Monday, February 3, 2025. It was briefly made available on Friday, February 7, 2025, before its account status indicator was labeled "Suspended" in an Account Profile Inquiry report on Monday, February 10, 2025. Our Executive Director of Climate and Sustainability sent me screenshots taken from ASAP showing the lack of access to the grant account on February 3, 2025, and the grant's suspended status on February 11, 2025.

18. On February 20, 2025, an Account Profile Inquiry report showed the account status indicator had again switched to "Open." At present, the status remains "Open," but I am concerned given the fluctuating status of this and other EPA grants, that it may again switch to "Suspended" at any moment.

19. New Haven plans to release a Request for Proposals ("RFP") this week, the week of March 24, 2025, for the design of its geothermal heating and cooling system. After 30 days, the City will review the submitted proposals and select a firm to design the system. The design for this complex system is likely to cost over \$1 million. As such, New Haven will not be able to enter into a design contract unless we are confident the grant funding will remain unfrozen.

20. Without the Climate Pollution Reduction Grant, New Haven will not be able to construct the planned geothermal system. As such, New Haven is hesitant to move forward with the project unless we are confident the funding will remain unfrozen.

21. Complete rescission of the grant or an extended delay will likely prevent the project from ever getting started. This would deprive New Haven of an innovative geothermal system that would both reduce city residents' energy expenses and help the city to achieve its goal of completely electrifying city operated buildings by 2030.

22. In January 2025, New Haven was awarded a \$20 million grant under the EPA's Community Change Grant program to fund a project known as the Elm City Climate Collaborative. A true and correct copy of the Grant Agreement is attached as Exhibit C. With this funding, New Haven plans to lead a coalition of 20 partner organizations to make energy efficiency improvements to new affordable housing, upgrade existing homes with energy efficiency measures, and improve bike infrastructure and green spaces. The project will also include improved food rescue (matching unused food from food businesses with people who need it), composting in schools, green job development programs, and a ramped-up effort to meet the need for bicycles among residents who lack other transportation options.

23. On January 21, 2025, the City received a notification through the ASAP system that funding for the Elm City Climate Collaborative had been authorized at an amount of \$20 million. However, after receiving the formal notice of award on February 3, 2025, the City's Executive Director of Climate and Sustainability was unable to access the account on ASAP. He sent me a screenshot showing the lack of access.

24. On February 10, 2025, the Executive Director of Climate and Sustainability ran an Account Profile Inquiry report on ASAP which showed that the grant had an account status

indicator of “Suspended.” On February 11, 2025, he sent me a screenshot showing the “Suspended” status of the grant.

25. On February 18, 2025, he ran another Account Profile Inquiry report on ASAP which showed the status indicator had changed “Open.” On March 10, 2025, the grant’s account status indicator was again changed to “Suspended.” As of the date of this declaration, the status remains “Suspended.”

26. The period of performance for the Community Change Grant begins April 1, 2025. No funds have yet been disbursed. The grant has a three-year term with no possibility of extension, meaning that all project activities must be completed during that time, and any delays may hinder the city’s ability to achieve the project goals.

27. New Haven is currently finalizing job descriptions for new hires to launch and manage this project, as is the City’s Statutory Partner, Greater Dwight Development Corporation. New Haven and its partners will not be able to move forward with hiring for the positions if the grant funding remains frozen.

28. The City and Greater Dwight are finalizing the language of subaward agreements for project partners but the partners will be unable to begin work to carry out the project activities without clear understanding that funding will be available to reimburse them for cost they incur.

29. Without the Community Change Grant funds promised by the EPA, the City of New Haven and Elm City Climate Collaborative will be unable to move forward with their projects. The City and its residents will be deprived of improved infrastructure and more energy efficient housing that decreases energy bills. More food will go to waste and more residents will

likely go hungry. Fewer residents will have access to green spaces and new transportation options.

30. In addition to the direct benefits that our Environmental Justice Government-to-Government award, Climate Pollution Reduction Grant, and Community Change Grant deliver to New Haven and our residents, they also promise to create numerous good-paying jobs through the construction of our advanced geothermal system and implementation of our other programs and will otherwise boost our local economy. The Community Change grant alone is estimated to create 79 jobs (22 full time and 57 part time) directly funded across project activities.

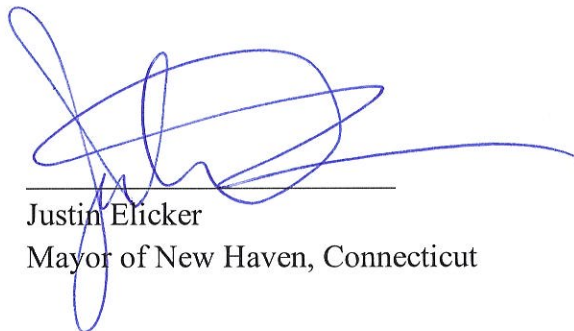
31. Given the nature of these projects and the fact that we must spend money before submitting a reimbursement request, the funding freezes, even where intermittent, are grinding the programs to a halt, creating a risk that they will never be completed, and jeopardizing all the associated benefits to our community.

*(signature on following page)*



Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States, the foregoing is true and correct.

Executed this 25th day of March 2025.




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Justin Elicker

Mayor of New Haven, Connecticut

NEW HAVEN DECLARATION  
EXHIBIT 18-A

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	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Cooperative Agreement</b>		<b>GRANT NUMBER (FAIN):</b> 00A01441 <b>MODIFICATION NUMBER:</b> 0 <b>PROGRAM CODE:</b> 52	<b>DATE OF AWARD</b> 07/01/2024	
			<b>TYPE OF ACTION</b> New		<b>MAILING DATE</b> 07/05/2024
			<b>PAYMENT METHOD:</b> ASAP		<b>ACH#</b> 10058
			<b>RECIPIENT TYPE:</b> Municipal		<b>Send Payment Request to:</b> Contact EPA RTPFC at: rtpfc-grants@epa.gov
<b>RECIPIENT:</b> City of New Haven 165 Church St New Haven, CT 06510-2010 <b>EIN:</b> 06-6001876			<b>PAYEE:</b> City of New Haven 165 Church St New Haven, CT 06510-2010		
<b>PROJECT MANAGER</b> Steven Winter 165 Church St New Haven, CT 06510-2010 <b>Email:</b> SWinter@newhavenct.gov <b>Phone:</b> 475-331-3769		<b>EPA PROJECT OFFICER</b> Keyana White 5 Post Office Square, Ste 100 Boston, MA 02109-3946 <b>Email:</b> White.Keyana@epa.gov <b>Phone:</b> 617-918-1436		<b>EPA GRANT SPECIALIST</b> Robert Smith Grants Management Branch 5 Post Office Square, Ste 100 Boston, MA 02109-3946 <b>Email:</b> Smith.Robert.F@epa.gov <b>Phone:</b> 617-918-1960	
<b>PROJECT TITLE AND DESCRIPTION</b> Electrify New Haven See Attachment 1 for project description.					
<b>BUDGET PERIOD</b> 07/01/2024 - 06/30/2027	<b>PROJECT PERIOD</b> 07/01/2024 - 06/30/2027	<b>TOTAL BUDGET PERIOD COST</b> \$ 1,000,000.00	<b>TOTAL PROJECT PERIOD COST</b> \$ 1,000,000.00		
<b>NOTICE OF AWARD</b> <p>Based on your Application dated 04/14/2023 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 1,000,000.00. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 1,000,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.</p>					
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>		<b>AWARD APPROVAL OFFICE</b>			
<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 1, EPA New England 5 Post Office Square, Suite 100 Boston, MA 02109-3912		<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 1, Environmental Justice, Community Health and Environmental Review Division R1 - Region 1 5 Post Office Square, Ste 100 Boston, MA 02109-3946			
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>					
<b>Digital signature applied by EPA Award Official</b> Arthur Johnson - Director, Mission Support Division				<b>DATE</b> 07/01/2024	

## EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 0	\$ 1,000,000	\$ 1,000,000
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 0	\$ 0
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 0	\$ 1,000,000	\$ 1,000,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.312 - Environmental Justice Government-to-Government (EJG2G) Program	Clean Air Act: Sec. 138	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	24124WB046	2226	BSF5	WF	000W57XK1	4183	-	-	\$ 1,000,000
									\$ 1,000,000

## Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 0
2. Fringe Benefits	\$ 0
3. Travel	\$ 0
4. Equipment	\$ 0
5. Supplies	\$ 4,500
6. Contractual	\$ 542,381
7. Construction	\$ 0
8. Other	\$ 434,751
9. Total Direct Charges	\$ 981,632
10. Indirect Costs: 0.00 % Base -	\$ 18,368
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 1,000,000
12. Total Approved Assistance Amount	\$ 1,000,000
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 1,000,000
15. Total EPA Amount Awarded To Date	\$ 1,000,000

## Attachment 1 - Project Description

The cooperative agreement provides funding to the City of New Haven. The recipient will partner with local community-based organizations and engage communities with a focus on six neighborhoods: West Rock/West Hills, Newhallville, Dixwell, the Hill, Fair Haven, and Annex. The recipient will develop a program to reduce energy burden and provide energy efficiency alternatives to 50-100 households and enroll up to 400 households in energy counseling programs. Through this project, the City of New Haven will seek to distribute the benefits of energy efficiency conversions to historically underserved communities, lower greenhouse gas emissions and indoor air pollution, and increase resilience to climate change impacts. The recipient will evaluate the effectiveness of the proposed project with Yale University including qualitative interviews and monitoring indoor air quality before and after the electrification interventions. This project will develop a new program focused on providing electrification improvements to energy-burdened residents and equitably distributing the benefits of energy efficiency upgrades and counseling to historically disadvantaged communities in New Haven, Connecticut. Through partnership with local community-based organizations (CBOs), the New Haven Office of Climate and Sustainability (OCS) will identify and engage eligible households in the project, design and complete electrification and deep energy efficiency improvements, and qualify resident participation, participants' perceived benefits of improvements, and public perception of electrification. In addition, through partnership with Yale University, OCS will assess the participant benefits of improvements, quantify indoor air quality improvements and collect data to improve awareness of the potential impacts of residential exposure to indoor air pollutants. It is anticipated that this project will result in the following deliverables: enrollment of up to 400 energy-burdened households in energy efficiency counseling programs; conversion of 50-100 oil heating systems to air source heat pumps (ASHPs); conversion of 20-50 gas stoves to induction ranges; enrollment of 350-750 participants in energy efficiency programs; completion of indoor air quality monitoring in up to 50 eligible households; completion of 2 focus groups to evaluate awareness of energy efficiency programs and benefits of energy conversions; and survey of over 250 eligible New Haven residents pre- and post-electrification interventions. The expected outcomes of the project include: increased education about the potential benefits of energy efficiency conversions; increased education about energy improvements and energy efficiency rebate and incentive programs; increased community engagement in historically disadvantaged communities in New Haven; increased resiliency to climate change impacts in historically disadvantaged communities in New Haven; and strengthened partnerships between local government, community-based organizations (CBOs), community residents, and academic partners. Intended beneficiaries include New Haven residents, with a special emphasis on the historically disadvantaged neighborhoods of West Rock/West Hills, Newhallville, Dixwell, the Hill, Fair Haven, and the Annex. The Community Action Agency of New Haven (CAANH) will support one outreach worker over two years to assist with enrolling households into energy efficiency programs and act as an initial point of contact for residents. The primary role of CAANH in the project is to identify households who are eligible and interested in participating in the project. CAANH will also participate in up to 150 community events in collaboration with the City of New Haven and Junta for Progressive Action (Junta) to carry out public outreach and assist Yale University in connecting with 250 community members at the beginning and end of the 3-year project.

Junta will work to connect Latine households eligible for and interested in participating in the project. Junta will work in collaboration with CAANH to contact households and participate in up to 150 community engagement events with the goal of recruiting participants interested in enrolling in the Neighborhood Housing Services' energy counseling program and Connecticut's Home Energy Solutions – Income Eligible (HES-IE) energy efficiency program. Together, Junta and CAANH will aim to enroll 350-750 participants.

Neighborhood Housing Services of New Haven (NHS) will work to connect participants with energy efficiency programs and rebates, support participants through the application process, design of energy efficiency plans, and engaging reliable contractors to install the electrification upgrades. NHS will provide counselling services to up to 400 households.

Yale University will conduct 30 interviews before and after electrification intervention. Yale University will also conduct focus groups to assess whether the project had a demonstrable effect. Yale University will conduct additional evaluation at the beginning and end of the project period to assess general change of public awareness regarding air quality concerns, energy efficiency, and electrification.

## Administrative Conditions

### National Administrative Terms and Conditions

#### General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2023-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

#### A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): [rtpfc-grants@epa.gov](mailto:rtpfc-grants@epa.gov)
- MBE/WBE reports (EPA Form 5700-52A): **Grants Specialist on Page 1 of Award Document AND Larry Wells, Disadvantaged Business Utilization Program Manager: [rl\\_mbewbereport@epa.gov](mailto:rl_mbewbereport@epa.gov)**
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: **Grants Specialist and Project Officer on Page 1 of Award Document**
- Workplan revisions, equipment lists, programmatic reports and deliverables: **Project Officer on Page 1 of Award Document**
- Quality Assurance documents, **Project Officer on Page 1 of Award Document AND [R1QAPPs@epa.gov](mailto:R1QAPPs@epa.gov)**

#### B. Pre-Award Costs

In accordance with 2 CFR 1500.9, the recipient may charge otherwise allowable pre-award costs (both Federal and non-Federal matching shares) incurred from 07/01/2024 to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.



## **Programmatic Conditions**

### **Environmental Justice Government to Government (EJG2G) Cooperative Agreement Terms and Conditions (Updated 01/17/2024)**

#### **A. PERFORMANCE REPORTING AND FINAL PERFORMANCE REPORT**

##### **Performance Reports – Content**

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. This description may include overall best practices and/or lessons learned over the project performance period, and attachments and links for materials that may be helpful to other Environmental Grants recipients or similar organizations (e.g., tip sheets, “how-to” sheets, communication materials, outreach materials, web tools, etc).

These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project.

Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

##### **Performance Reports - Frequency**

The recipient agrees to submit semi-**annual** performance reports electronically to the EPA Project Officer within 30 days after the reporting period (every three- or six-month period). The reporting periods are January 1, 2025, July 1, 2025, January 1, 2026, July 1, 2026, January 1, 2027, June 30, 2027.

The recipient must submit the final performance report no later than 120 calendar days after the end date of the period of performance. The final report shall document project activities over the entire project period.

##### **Subaward Performance Reporting**

The recipient must report on its subaward monitoring activities under 2 CFR 200.332(d). Examples of items that must be reported if the pass-through entity has the information available are:

1. Summaries of results of reviews of financial and programmatic reports.
2. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
3. Environmental results the subrecipient achieved.
4. Summaries of audit findings and related pass-through entity management decisions.

5. Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.332(e), 2 CFR 200.208 and the 2 CFR Part 200.339 Remedies for Noncompliance.

#### **B. EJ Grantee Workshops (Virtual and/or In-Person)**

All EJCPS recipients will be required to attend at least one EJ Grantee training workshop hosted by your EPA Region. These trainings will assist all current EPA EJ grant recipients with strategic planning and project management of their grants and/or cooperative agreements, as well as afford recipients opportunities to learn from their peers and other experts. Recipients will need to identify at least one authorized official to participate. Virtual workshops will utilize webinar technology that can be accessed via personal computer. A conference call line will be available for any recipient who doesn't have the technical capability (i.e. slow internet connection) to access the webinar. Your EPA Project Officer will keep you informed of the dates of the workshops. Each EPA Regional Office will tailor their workshop agenda to the environmental needs and priorities of workshop participants and local communities in the region. Workshops may include a mix of current and former EJ grant recipients, local community stakeholders, other EPA and federal program personnel, and other attendees. Workshop attendees will come together to provide perspective, insight, and lessons learned regarding environmental justice issues plaguing their communities and ways to address them. Recipients will need to identify at least one authorized official to participate. Recipients are permitted to use awarded funds to pay for travel to the workshops.

#### **C. Review and Oversight**

1. Products - The recipient agrees that any product (e.g., publication, outreach materials, training manuals) produced through this assistance agreement and made available for public view must be first reviewed by the EPA Project Officer for comment before release. The recipient shall make all final decisions on the product content.
2. Monthly Calls - The recipient shall consult with the EPA Project Officer on a monthly basis in order to obtain input on program activities and products produced. However, the recipient should make all final decisions on project implementation and product content. It is at the EPA Project Officer's discretion to determine any change to the frequency with which calls are held.
3. Prior Approval - Any proposed changes to the project must be submitted in writing to the EPA Project Officer for approval prior to implementation. The recipient incurs costs at its own risk if it fails to obtain written approval before implementing any changes.

#### **D. Post-Project Period Follow-up and Engagement**

For no less than one year after completion of the project, recipient agrees to periodically update its designated EPA Project Officer on current community-based and environmental justice work the recipient is performing and how/if that work relates to its now completed EJCPS project. These periodic updates may include (but are not limited to) recent local media reports, additional grant funding received, new initiatives, and developing partnerships. The EPA EJ Grants program is invested in the long-term success of each EJ Grant recipient and its long-term impact on addressing the disproportionate environmental and public health impacts plaguing their communities. These post-project period updates allow the EJ Grants program to provide past recipients with additional guidance about applicable funding opportunities, potential collaborations, and technical assistance that may assist recipients in their future work\*. The periodic updates also allow the program to track best practices that lead to greater project sustainability and long-term community revitalization for impacted community residents. The frequency of these periodic updates will be at the discretion of the designated EPA Project Officer and will be discussed with the recipient before the end of the project period. Recipients are also encouraged to continue providing updates and engaging with their EPA Project Officers beyond the additional year after the end of the project.

\*NOTE – Compliance with this term & condition will not give the recipient priority during future EPA EJ grant competitions and is not a guarantee for future EPA grant funding.

## **E. Cybersecurity Condition**

### **State Grant Cybersecurity**

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332 (d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

## **F. Competency Policy**

### **Competency of Organizations Generating Environmental Measurement Data**

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements,

Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf> or a copy may also be requested by contacting the EPA Project Officer for this award.

## **G. Procurement Terms and Conditions**

The recipient agrees to conduct all procurement actions under this assistance agreement in accordance with the procurement standards set forth in Title 2 CFR, Parts 200.317 through 200.327, 2 CFR Part 1500 and 40 CFR Part 33. EPA provides additional guidance on complying with these requirements in the Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements which is available at <https://www.epa.gov/grants/best-practice-guide-procuring-services-supplies-and-equipment-under-epa-assistance>. Any costs incurred by the recipient under contracts and/or small purchases that EPA determines to be in noncompliance with EPA procurement standards shall be unallowable for Federal reimbursement.

## L. Quality Assurance

Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in [2 C.F.R. § 1500.12](#) Quality Assurance.

The recipient shall ensure that subawards involving environmental information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure sub-award recipients develop and implement [a/the] Quality Assurance (QA) planning document[s] in accordance with this term and condition; and/or ensure sub-award recipients implement all applicable approved QA planning documents.

## 2. Quality Assurance Project Plan (QAPP)

a. Prior to beginning environmental information operations, the recipient must:

- i. Develop a QAPP,
- ii. Prepare QAPP in accordance with the current version of EPA's [Quality Assurance Project Plan \(QAPP\) Standard](#),
- iii. Submit the document for EPA review, and
- iv. Obtain EPA Quality Assurance Manager or designee (hereafter referred to as QAM) approval.

### For Reference:

- [Quality Management Plan \(QMP\) Standard](#) and EPA's [Quality Assurance Project Plan \(QAPP\) Standard](#); contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.
- [EPA QA/G-5: Guidance for Quality Assurance Project Plans](#).
- (QAM and/or PO may insert QA references that inform or assist the recipient here).
- [EPA's Quality Program](#) website has a [list of QA managers](#), and [Non-EPA Organizations Quality Specifications](#).
- The Office of Grants and Debarment [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#).

## O. Use of Logos

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must **not** be prominently displayed to imply that any of the recipient or subrecipient's activities are being

conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the [Insert Recipient or subrecipient NAME] received financial support from the EPA under an Assistance Agreement. More information is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy>

#### **P. Paperwork Reduction Act**

The scope of work for this cooperative agreement includes a survey or other information collection of identical information from 10 or more parties. As provided by 5 CFR 1320.3(d), EPA is a sponsor of the information collection for purposes of obtaining approval from the Office of Management and Budget for collecting information. The recipient agrees to assist EPA in complying with OMB procedures at 5 CFR Part 1320 for obtaining Information Collection Request authorization. The recipient may not collect information until EPA obtains OMB approval.

#### **R. Substantial Involvement**

EPA will be substantially involved in this agreement. Substantial involvement by the EPA Project Officer may include:

- 1.) monthly telephone calls and other monitoring,
- 2.) reviewing project phases and providing approval to continue to the next phase,
- 3.) reviewing and commenting on any documents, web content, or other materials developed under this agreement (the recipient will make final decisions on these matters),
- 4.) approving substantive terms included in contracts or subawards (EPA's Project Officer will not suggest, recommend or direct the recipient to select any particular contractor or subrecipient except to the extent permitted in Section 10 of EPA's Subaward Policy).
- 5.) reviewing and commenting on the programmatic progress reports
- 6) Consultation with EPA regarding the selection of key personnel (EPA's involvement is limited to reviewing the technical qualifications of key personnel and the recipient will make the final decisions on selection. EPA's Project Officer will not suggest, recommend or direct the recipient to select any individual).
- 7.) Joint operational involvement, participation, and/or collaboration between EPA and the recipient.


#### **T. Conditional Award - Execution of Subaward to Implement Qualifying Community-Based Nonprofit Organization (CBO) Partnership Agreement**

In order to demonstrate eligibility for EPA's **Environmental Justice Government-to-Government (EJG2G) Program**, the City of New Haven submitted a Partnership Agreement to EPA that did not include a binding subaward agreement between the recipient and the Community Action Agency of New Haven (CAANH), Neighborhood Housing Services (NHS), and Junta for Progressive Action (Junta) due to the recipient's local policies and laws that restrict the recipient from entering into subaward agreements prior to receipt of a Notice of Award. The recipient may not draw down funds for this award until the subaward with the subrecipient is executed through a written subaward agreement that is consistent with the requirements in 2 CFR 200.332(a). The recipient may refer to Appendix D of the EPA Subaward Policy for additional guidance. Once the subaward agreement with the subrecipients is executed and submitted to EPA's Project Officer, the EPA Grants Management Officer or the

EPA Award Official will issue written notification that this condition has been satisfied and that the recipient is authorized to draw down EJG2G funds in accordance with the standards described in the EPA General Term and Condition *Automated Standard Application Payments (ASAP) and Proper Payment Draw Down*.

NEW HAVEN DECLARATION  
EXHIBIT 18-B



	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Grant Agreement</b>	<b>GRANT NUMBER (FAIN):</b> 00A01475	<b>DATE OF AWARD</b>
		<b>MODIFICATION NUMBER:</b> 0	10/02/2024
		<b>PROGRAM CODE:</b> 5E	<b>MAILING DATE</b>
		<b>TYPE OF ACTION</b> New	10/16/2024
		<b>PAYMENT METHOD:</b> ASAP	<b>ACH#</b> 10058
<b>RECIPIENT TYPE:</b> Municipal		<b>Send Payment Request to:</b> Contact EPA RTPFC at: rtpfc-grants@epa.gov	
<b>RECIPIENT:</b> City of New Haven 165 Church Street New Haven, CT 06510-2080 <b>EIN:</b> 06-6001876		<b>PAYEE:</b> City of New Haven 165 Church Street New Haven, CT 06510-2080	
<b>PROJECT MANAGER</b>	<b>EPA PROJECT OFFICER</b>	<b>EPA GRANT SPECIALIST</b>	
Giovanni Zinn 200 Orange Street 5th Floor New Haven, CT 06510-2080 <b>Email:</b> GZinn@newhavenct.gov <b>Phone:</b> 203-410-0238	Joshua Dow 5 Post Office Square, Suite 100 Boston, MA 02109-3912 <b>Email:</b> Dow.Joshua@epa.gov <b>Phone:</b> 617-918-1079	Robert Smith Grants Management Branch 5 Post Office Square, Suite 100 Boston, MA 02109-3912 <b>Email:</b> Smith.Robert.F@epa.gov <b>Phone:</b> 617-918-1960	
<b>PROJECT TITLE AND DESCRIPTION</b>  Union Station Area Thermal Energy Network  See Attachment 1 for project description.			
<b>BUDGET PERIOD</b> 10/01/2024 - 09/30/2029	<b>PROJECT PERIOD</b> 10/01/2024 - 09/30/2029	<b>TOTAL BUDGET PERIOD COST</b> \$ 16,586,025.00	<b>TOTAL PROJECT PERIOD COST</b> \$ 16,586,025.00
<b>NOTICE OF AWARD</b>  Based on your Application dated 04/01/2024 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 9,471,615.00. EPA agrees to cost-share 57.11% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 9,471,615.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>		<b>AWARD APPROVAL OFFICE</b>	
<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 1, EPA New England 5 Post Office Square, Suite 100 Boston, MA 02109-3912		<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 1, EPA New England R1 - Region 1 5 Post Office Square, Suite 100 Boston, MA 02109-3912	
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>			
<b>Digital signature applied by EPA Award Official</b> Arthur Johnson - Director, Mission Support Division			<b>DATE</b> 10/02/2024



## EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 0	\$ 9,471,615	\$ 9,471,615
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 7,114,410	\$ 7,114,410
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 0	\$ 16,586,025	\$ 16,586,025

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.046 - Climate Pollution Reduction Grants	Clean Air Act: Sec. 137	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
IRA-CPRG	24010CG084	2226	E4SF5	01V1	000ACGXJ2	4132	-	-	\$ 9,471,615
									\$ 9,471,615

## Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 0
2. Fringe Benefits	\$ 0
3. Travel	\$ 0
4. Equipment	\$ 0
5. Supplies	\$ 0
6. Contractual	\$ 16,586,025
7. Construction	\$ 0
8. Other	\$ 0
9. Total Direct Charges	\$ 16,586,025
10. Indirect Costs: 0.00 % Base -	\$ 0
11. Total (Share: Recipient <u>42.89</u> % Federal <u>57.11</u> %)	\$ 16,586,025
12. Total Approved Assistance Amount	\$ 9,471,615
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 9,471,615
15. Total EPA Amount Awarded To Date	\$ 9,471,615

## Attachment 1 - Project Description

The purpose of this award is to provide funding under the Inflation Reduction Act (IRA) to the City of New Haven Office of Climate & Sustainability. The recipient will implement greenhouse gas (GHG) reduction programs, policies, projects, and measures identified in a Priority Climate Action Plan (PCAP) developed under a Climate Pollution Reduction Grants (CPRG) planning grant. Activities conducted through this grant will benefit all residents and visitors to New Haven Union Station Thermal Energy Network: tenants, employees, and visitors to Union Station as well as residents of and visitors to the Union Station area through four main objectives: implementation of ambitious measures that will achieve significant cumulative GHG reductions by 2030 and beyond; pursuit of measures that will achieve substantial community benefits, particularly in low-income and disadvantaged communities; complementing other funding sources to maximize these GHG reductions and community benefits; and, pursuit of innovative policies and programs that are replicable and can be “scaled up” across multiple jurisdictions. The activities include the designing and building a geothermal energy network with 285 boreholes, 850 feet deep to service Union Station and nearby Union Square development with the capacity to supply heating and cooling for 1000 units of housing; construction of the housing is not included within the scope of this project. The approved activities include all components of the completed geothermal network including piping and laterals as well as required pumping and other support equipment. The second activity includes the design and installation of a geothermal heat pump retrofit of Union Station with a 200-ton heat pump to accommodate 64,240 square feet of livable area in the building. The anticipated deliverables include a completed Union Station Area Thermal Energy Network connected to and being utilized by Union Station and the adjacent Union Square Development. As well as a retrofitted Union Station, utilizing a 200-ton heat pump as its primary heating system. The expected outcomes include 6,363 metric ton (MT) carbon dioxide equivalent (CO<sub>2</sub>e) reductions by 2030 and 63,272 MT CO<sub>2</sub>e reductions by 2050 as well as a thermal energy network that could be scaled in the future for other developments. The intended beneficiaries include residents and visitors to the Union Square Development as well as tenants, employees, and visitors to Union Station. The development is slated for mixed income housing and is located in a disadvantaged community. No subawards are included in this assistance agreement.

## Administrative Conditions

### National Administrative Terms and Conditions

#### General Terms and Conditions

The recipient agrees to comply with the current Environmental Protection Agency (EPA) general terms and conditions available at: [https://www.epa.gov/system/files/documents/2024-10/fy\\_2025\\_epa\\_general\\_terms\\_and\\_conditions\\_effective\\_october\\_1\\_2024\\_or\\_later.pdf](https://www.epa.gov/system/files/documents/2024-10/fy_2025_epa_general_terms_and_conditions_effective_october_1_2024_or_later.pdf)

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

#### A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): [rtpfc-grants@epa.gov](mailto:rtpfc-grants@epa.gov) and Project Officer on Page 1 of Award Document
- MBE/WBE reports (EPA Form 5700-52A): Grants Specialist on Page 1 of Award Document AND Larry Wells, Disadvantaged Business Utilization Program Manager: [r1\\_mbewbereport@epa.gov](mailto:r1_mbewbereport@epa.gov)
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Grants Specialist and Project Officer on Page 1 of Award Document
- Payment requests (if applicable): Grants Specialist and Project Officer on Page 1 of Award Document
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: Project Officer on Page 1 of Award Document AND [R1QAPPs@epa.gov](mailto:R1QAPPs@epa.gov)

#### B. Pre-Award Costs

In accordance with 2 CFR 1500.9, the recipient may charge otherwise allowable pre-award costs (both Federal and non-Federal cost sharing) incurred from **10/01/2024** to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

## Programmatic Conditions

### Climate Pollution Reduction Implementation Grants Programmatic Terms and Conditions

#### A. Deliverables

The first phase of the Climate Pollution Reduction Grants (CPRG) program provided funding for designing Priority Climate Action Plans (PCAPs) that incorporate a variety of measures (i.e., programs, policies, measures, and projects) that reduce greenhouse gas (GHG) emissions. The purpose of this CPRG Implementation assistance agreement is to implement proposed measures within a specified PCAP identified in the CPRG Implementation Grant General Competition application. All programs, policies, measures, and projects contained in the final, approved CPRG implementation assistance agreement workplan are required deliverables.

The recipient agrees to implement GHG reduction programs, policies, projects, and measures (collectively referred to as “GHG reduction measures,” or “measures”) identified in a PCAP developed under a CPRG planning grant and included in the CPRG implementation grant workplan. The recipient agrees to ensure that each is successfully implemented before the end of the grant project period. The recipient agrees to successful project implementation, which includes the process of putting a decision or plan into effect; executing the program, policies, projects and/or measures, not just planning or designing the programs, policies, projects and/or measures. The recipient agrees to adequately describe the actual environmental outputs and outcomes achieved, including actual GHG emissions reduced, not just the expected outputs and outcomes of the proposed measures. Clean Air Act (CAA) section 137 also requires that CPRG Implementation grant recipients address the degree to which a grant reduces GHG emissions in total and with respect to low-income and disadvantaged communities, where “greenhouse gas” refers to the air pollutants carbon dioxide (CO<sub>2</sub>), hydrofluorocarbons (HFCs), methane (CH<sub>4</sub>), nitrous oxide (N<sub>2</sub>O), perfluorocarbons (PFCs), and sulfur hexafluoride (SF<sub>6</sub>).

To the best of their ability, the recipient agrees to:

- implement GHG emission reduction programs, policies, measures, and projects that are expected to reduce GHG emissions (or enhance GHG removals) by the estimated cumulative total GHG emission reductions from the final approved workplan;
- only report emission reductions occurring as a result of CPRG funding; and
- only report emission reduction data in units of million metric tons of carbon dioxide equivalent (MMTCO<sub>2</sub>e) where appropriate, calculated using the global warming potentials (GWP) in the International Panel on Climate Change's (IPCC) Fifth Assessment Report.

Refer to the Notice of Funding Opportunity, EPA-R-OAR-CPRGI-23-07 ([https://www.epa.gov/system/files/documents/2023-09/CPRG\\_General\\_Competition\\_NOFO.pdf](https://www.epa.gov/system/files/documents/2023-09/CPRG_General_Competition_NOFO.pdf)), Appendix B, Global Warming Potentials for GHGs, for details about how to apply GWP values for different gases.

For the measures included in the final, approved assistance agreement work plan, the recipient agrees to provide transparent GHG emission reduction estimates based on high-quality, thorough, reasonable, and comprehensive methodologies, assumptions, and calculations. Examples of tools that could be used to assist in these GHG quantifications can be found at: <https://www.epa.gov/inflation-reduction-act/climate-pollution-reduction-grants>.

## B. Final Approved Work Plan and Modifications

The recipient agrees to implement the measures in the EPA-approved work plan that will achieve significant cumulative GHG reductions by 2030 and beyond.

Recipient agrees to carry out the project in accordance with the final approved workplan. Recipients are required to report deviations from budget or project scope or objective, and must request prior written approval from the EPA:

- For any change in the scope or objective of the project or program (even if there is no associated budget revision requiring prior written approval);
- For change in key personnel (including employees and contractors) that are identified by name or position in the Federal award;
- For the disengagement from a project for more than three months, or a 25% reduction in time and effort devoted to the Federal award over the course of the period of performance, by the approved project director or principal investigator;
- For the inclusion of costs that require prior approval in accordance with 2 CFR Part 200 Subpart E—Cost Principles or 48 CFR part 31, “Contract Cost Principles and Procedures,” as applicable;
- For the transfer of funds budgeted for participant support costs as defined in 2 CFR Section 200.1 Definitions to other budget categories;
- For the subawarding, transferring or contracting out of any work under the award;
  - Changes in the total approved cost-sharing amount;
  - When the need arises for additional Federal funds to complete the project.

Proposed modifications to the approved work plan or budget, including additions, deletions, or changes in the schedule, shall be submitted in a timely manner to the EPA Project Officer for approval. Depending on the type or scope of changes, a formal amendment to the award may be necessary.

Major project modifications may include but are not limited to: changes to the approved environmental results, outputs or outcomes, types and number of affected devices or equipment, the approved types of emission reduction technologies to be implemented, specific programs or policies to be adopted, or changes to the approved project location(s). Any change that would significantly alter the cumulative GHG reductions achieved by 2030 and beyond and affect the achievement of community benefits, especially in low- income and disadvantaged communities, may not be allowed. The recipient shall not make changes to the proposed activities in the EPA-approved work plan without prior written approval from the EPA. The recipient shall contact the EPA Project Officer with the proposed changes; however, depending on the type of change, the Agency Award Official or Grant Management Officer may need to make the final determination. If issues regarding proposed measures arise that cannot be resolved, the EPA may elect to terminate the assistance agreement, and/or if applicable, recover ineligible expenditures from the recipient. Any significant changes to the approved work plan that would result in undermining the integrity of the award competition will not be approved.

For grants that are awarded to a recipient that is serving as the lead for a coalition under the CPRG program, the recipient agrees to abide by the terms set out in the Memorandum of Agreement (MOA), including the roles, responsibilities, and commitments that each partner will provide to ensure project success, the operating model for the coalition, and the resources that each partner will contribute to the project. As established in the CPRG coalition's MOA, the lead applicant is accountable to the EPA and

accepts full responsibility for effectively carrying out the full scope of work and proper financial management of the grant. Coalition members who are grant subrecipients are accountable to the lead applicant for proposed use of EPA funding and successful project implementation. The recipient shall not make changes to the signed MOA without prior written approval from the EPA.

## **C. Performance Reporting and Final Performance Report -**

### **1. Performance Reports - Content**

The recipient agrees to inform the EPA as soon as it is aware of problems, delays, or adverse conditions that will materially impair the recipient's ability to meet the outputs/outcomes specified in the final, approved assistance agreement work plan. The recipient agrees to inform the EPA immediately rather than waiting until the next performance report is due.

The recipient agrees to adequately describe the actual environmental outputs and outcomes achieved, not just the expected outputs and outcomes of the proposed measures. The recipient agrees to report out on each performance measures that will be the mechanism to track, measure, and report progress toward achieving the expected outputs and outcomes for each GHG reduction measure. The recipient agrees to track and report separately on the work conducted and GHG emissions reductions for each measure (program, policy, measure, or project) specified in the final, approved assistance agreement work plan. Recipients also agree to track and report separately on the budgets for each measure.

In accordance with 2 CFR 200.329, the recipient agrees to submit semi- annual, one-year, and final performance progress reports that include brief information on each of the areas specified below. To ensure the EPA can effectively monitor progress towards the achievement of measures, the recipient also agrees to report progress for each measure identified in the final, approved assistance agreement work plan as soon as work is completed and information is available.

a. Semi-Annual: The recipient agrees to submit semi-annual performance reports that include brief information on each of the following areas:

1. a comparison of actual technical progress and milestones achieved during the reporting period to the outputs/outcomes and performance measures established in the final, approved assistance agreement work plan, which may include technical changes made to the project, public events conducted, websites published, release of public-facing documents or tools, or other reportable activities described in the work plan;
2. a consolidated budget update with separate tracking for each measure (that is, how much was spent on equipment, supplies, contractors, subgrants, etc., during the reporting period and cumulatively) and, when appropriate, additional pertinent information such as analysis and explanation of cost overruns, high-unit costs, cost-share expenditures, program income, infrastructure costs subject to Buy America, Build America (BABA) compliance, or requested budget modifications (for example, when the recipient is requesting to move funding from one budget category to another);
3. if necessary, a description of the reasons why any implementation timeline milestones or outputs/outcomes were missed for each measure established in the final, approved assistance agreement work plan, including the recipient's strategy to address challenges faced and/or the recipient's approach to ensure that the approved outputs/outcomes for each measure will be achieved within the period of performance;



4. documentation of community engagement activities conducted in low- income and disadvantaged communities for each measure, which describes how the activities were publicized, categorizes respondents/attendees (e.g., the number of people from Tribal governments, federal government, state government, local government, nonprofits, for profits, universities, and the public), explains how input from participants was considered in decisions for implementing the measure, and details how meaningful engagement with low- income and disadvantaged communities will be continuously included in the development and implementation of the measure;
5. as applicable, strategies for mitigating environmental risks;
6. a description of any climate resiliency planning, siting, design, and operation of the project.
7. as applicable, updates to individuals, including those from coalition members, who serve as key contacts and/or any changes to the roles and responsibilities of key contacts involved in each measure and the reason(s) for the change(s);
8. as applicable, updates regarding which organizations have the authority to implement each measure and the reason(s) for the change(s);
9. as applicable, updates regarding changes to contracts, subgrants, and participant support costs;
10. as applicable, progress on generating high-quality jobs with a diverse, highly skilled workforce and support of strong labor standards; and
11. summary of anticipated activities for the next 6-month reporting period.

b. One-year report: As part of the second semi-annual progress report (i.e. the more detailed one-year report), the recipient agrees to report the additional data to the EPA using the reporting template from the EPA's Information Collection Request 2806.01, Office of Management and Budget (OMB) Control Number 2060-0763. The reporting template will be made available to grant recipients through an electronic data interface to be specified by EPA upon approval of the Information Collection Request. This includes co-pollutant emissions reductions of each pollutant impacted by each measure, the sector impacted, and the county in which the emissions change. In addition, the recipient agrees to report the Climate and Economic Justice Screening Tool (CEJST) Census tract IDs or the EPA's EJScreen Censusblock group IDs for areas affected by GHG reduction measures, consistent with the EPA's definition of low-income and disadvantaged communities for the CPRG program.

c. Final Report: The recipient also agrees to submit a detailed final report and to report certain data associated with the final report to the EPA using the reporting template from the EPA's Information Collection Request 2806.01, OMB Control Number 2060-0763.

d. Coalition Performance: As with any EPA grant with a grant recipient subawarding to subrecipients, the grant recipient is accountable to the EPA and accepts responsibility for carrying out the full scope of work and proper financial management of the grant. In the event that a coalition member withdraws, the grant recipient continues to be subject to the EPA's terms and conditions for the grant, the subaward policy, and EPA grants policy. In circumstances where the EPA deems that the withdrawal of a coalition member fundamentally alters the project or jeopardizes the project's success, the EPA will consider appropriate remedies and reserves the right to terminate an awarded grant (see 2 CFR 200.339 through 343)

## 2. Performance Reports – Frequency

The recipient agrees to submit semi-annual performance reports electronically to the EPA Project Officer



within 30 days after the six-month reporting period ends. Semi-annual reports are due according to the following schedule. If a due date falls on a weekend or holiday, the report will be due on the next business day. If a project start date falls within a defined reporting period, the recipient must report for that period by the given due date unless otherwise noted. This semi-annual reporting schedule shall be repeated for the duration of the award agreement.

October 1 – March 31 Reporting Period: report due April 30

April 1 – September 30 Reporting Period: report due October 30

As part of the second semi-annual performance report that is submitted one year after the grant award, the recipient agrees to submit the one-year performance report that includes the additional details specified above in section C.1.b.

The recipient must submit the final performance report no later than 120 calendar days after the end date of the period of performance.

#### **D. Allowable and Unallowable Activities**

The recipient agrees to only use this CPRG Implementation grant award funding to implement measures in the EPA approved workplan for this CPRG Implementation grant and follow the grant Terms and Conditions.

All costs charged to the award to support these activities must meet the requirements for allowability under 2 CFR Part 200, Subpart E as well as applicable provisions of 2 CFR Part 1500. In addition, the recipient agrees to obtain prior approval from the EPA Award Official prior to the expenditure of the award for financial assistance as well as other activities that involve acquiring real property, including related equipment purchases, if not already in the EPA approved work plan.

The recipient agrees to not use the award for the following unallowable activities: (a) activities that are not in the EPA approved work plan; (b) activities that support measures, activities or projects outside the boundaries of the ten EPA regions. The recipient also agrees not to use this CPRG award to replace existing program federal funding, but the recipient may use CPRG funds to supplement or expand existing programs. The recipient also agrees not to use the award for activities associated with defending against, settling, or satisfying a claim by a private litigant, except when either (a) the claim stems from the recipient's compliance with the terms and conditions of the award agreement or (b) the recipient has obtained prior written approval from the EPA Project Officer.

The recipient agrees to not use the award to aid regulated entities to comply with EPA regulatory requirements.

#### **E. Davis-Bacon Related Act Term and Condition –**

##### **1. Program Applicability**

- a. Climate Pollution Reduction Implementation Grants.
- b. Section 314 of the Clean Air Act.
- c. Construction activities conducted under a Climate Pollution Reduction Implementation Grant.

- d. The recipient must work with the appropriate authorities to determine wage classifications for the specific project(s) or activities subject to Davis Bacon under this grant.

## 2. Davis-Bacon and Related Acts

Davis-Bacon and Related Acts (DBRA) (<https://www.dol.gov/agencies/whd/government-contracts/construction>) is a collection of labor standards provisions administered by the Department of Labor, that are applicable to grants involving construction. These labor standards include the:

- a. Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of \$2,000 or more;
- b. Copeland "Anti-Kickback" Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and
- c. Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of \$100,000.

## 3. Recipient Responsibilities When Entering Into and Managing Contracts

### a. Solicitation and Contract Requirements:

1. Include the Correct Wage Determinations in Bid Solicitations and Contracts: Recipients are responsible for complying with the procedures provided in 29 CFR 1.6 when soliciting bids and awarding contracts.
2. Include DBRA Requirements in All Contracts: Include the following text on all contracts under this grant:

"By accepting this contract, the contractor acknowledges and agrees to the terms provided in the DBRA Requirements for Contractors and Subcontractors Under EPA Grants (<https://www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts>)."

### b. After Award of Contract:

1. Approve and Submit Requests for Additional Wages Rates: Work with contractors to request additional wage rates if required for contracts under this grant, as provided in 29 CFR 5.5(a)(1)(iii).
2. Provide Oversight of Contractors to Ensure Compliance with DBRA Provisions: Ensure contractor compliance with the terms of the contract, as required by 29 CFR 5.6.

## 4. Recipient Responsibilities When Establishing and Managing Additional Subawards

- a. Include DBRA Requirements in All Subawards (including Loans): Include the following text on all subawards under this grant:

“By accepting this award, the EPA subrecipient acknowledges and agrees to the terms and conditions provided in the DBRA Requirements for EPA Subrecipients (<https://www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts>).”

- b. Provide Oversight to Ensure Compliance with DBRA Provisions: Recipients are responsible for oversight of subrecipients and must ensure subrecipients comply with the requirements in 29 CFR 5.6.

## 5. Consideration as Part of Every Prime Contract Covered by DBRA

The contract clauses set forth in this Term & Condition, along with the correct wage determinations, will be considered to be a part of every prime contract covered by Davis-Bacon and Related Acts (see 29 CFR 5.1), and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Department of Labor grants a variance, tolerance, or exemption. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

## F. Cybersecurity Condition

### 1. Cybersecurity Grant Condition for Other Recipients, Including Intertribal Consortia

- a. The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.
- b. (1) The EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or the EPA's Central Data Exchange, the recipient agrees to contact the EPA PO no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by the EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or the EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and the EPA.

## **G. Climate Resilience:**

To the extent practicable, the recipient agrees to incorporate current and future climate change risk in planning, siting, design, and operation of the project. Approaches for incorporating climate change risk may make use of climate change data and information (e.g., projections and emission scenarios) that are reflective of the project's anticipated lifespan. This includes consideration of the climate change risks posed to the individuals, communities, local governments, organizations, or other entities served by the project over its anticipated lifespan.

## **H. Equipment and Devices**

### **1. Procurement of Systems, Equipment and Devices**

When purchasing replacement systems, equipment and/or devices, the recipient agrees the replacement systems, equipment or device:

1.
  - a. will continue to perform a similar function and operation as the system, equipment or device that is being permanently rendered inoperable;
  - b. will achieve the estimated emission reductions included in the EPA-approved work plan; and
  - c. is consistent in its intended use, operation and location as described in the EPA-approved work plan.

The procurement of systems, equipment or devices should follow the EPA's Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements (<https://www.epa.gov/grants/best-practice-guide-procuring-services-supplies-and-equipment-under-epa-assistance>).

### **2. Operation and Maintenance**

The recipient will assure the continued proper operation and maintenance of systems, equipment and devices funded under this agreement. Such practices shall be operated and maintained for the expected lifespan of the specific measure and in accordance with commonly accepted design standards and specifications. The recipient shall include a provision in every applicable sub-agreement (subaward or contract) awarded under this grant requiring that the management practices for the project be properly operated and maintained. Likewise, the sub-agreement will assure that similar provisions are included in any sub-agreements that are awarded by the sub- recipient.

### **3. Equipment Use and Management**

Equipment is defined as tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes (see Capital assets at 2 CFR 200.1 Definitions), or the amount specified in Equipment at 2 CFR 200.1. Under 2 CFR 200.313, if the CPRG grant recipient purchases equipment with CPRG federally- awarded funds, title to the equipment vests in the grant recipient and there will be no ongoing requirements for the grant recipient for the purchased equipment after the end of the grant period.

These conditions must be met by the grant recipient for equipment use and management during the grant period:

- a. Use the equipment for the authorized purposes of the project during the period of performance or until the property is no longer needed for the purposes of the project.
- b. Not encumber the property without approval of the Federal awarding agency or pass-through entity.
- c. Use and dispose of the property as described below. Equipment use and management instructions are applicable to assistance agreement recipients and subrecipients acquiring equipment under this award. Per 2 CFR 200.313 (b), state agencies may use and manage equipment acquired through a Federal award by the state in accordance with state laws and procedures. Per 2 CFR 200.313(b), Indian Tribes must use, manage, and dispose of equipment acquired under a Federal award in accordance with tribal laws and procedures.

Recipient agrees that at the end of the project period the recipient will continue to use the equipment purchased under this assistance agreement in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award. After the end of the grant period, equipment purchased under this award that is no longer needed, may be retained, sold, or otherwise disposed of with no further obligation to the Federal awarding agency.

Consistent with 2 CFR 200.313, unless instructed otherwise, a grant recipient may keep the equipment and continue to use it on the project originally funded through this assistance agreement or on other federally funded projects whether or not the project or program continues to be supported by Federal funds. When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

Subrecipients are subject to the same federal requirements as the grant recipient (also known as the "pass-through entity") and they must comply with applicable subaward provisions of 2 CFR Part 200, the EPA Subaward Policy, and the EPA's General Term and Condition for Subawards.

Under 2 CFR 200.313, if the CPRG grant recipient purchases equipment with CPRG federally-awarded funds, title to the equipment vests with the grant recipient and there will be no ongoing requirements for the grant recipient for the purchased equipment after the end of the grant period.

In this case, equipment includes systems, equipment and devices.

## I. QUALITY ASSURANCE

### I. *Quality Assurance Project Plan(s) (QAPP)*

Prior to beginning environmental information operations, the recipient must:

1. Prepare a QAPP(s) for all applicable projects and tasks involving environmental information operations in accordance with the current version of EPA's [Quality Assurance Project Plan \(QAPP\) Standard](#);
2. Submit the document for EPA review and approval at least sixty (60) days before environmental

information operations begin. QAPPs are submitted by e-mail to both the EPA Project Officer (PO) (see page 1 of the assistance agreement for contact information) and the Region 1 Quality Assurance Branch (QAB) at [R1QAPPS@epa.gov](mailto:R1QAPPS@epa.gov);

3. Obtain EPA approval from both the EPA PO and Regional Quality Assurance Manager (RQAM) (or delegated QA Reviewer) prior to the start of environmental information operations.
4. The recipient must review their approved QAPP at least annually. The results of the QAPP review and any revisions must be submitted to the PO and the RQAM at least annually and may also be submitted when changes occur.

The recipient should discuss any potential new environmental information operations with the EPA PO prior to starting those operations. The EPA PO and the RQAM can assist in determining if a QAPP is required.

1. The recipient shall notify the PO and RQAM when substantive changes are needed to the QAPP. EPA may require the QAPP be updated and re-submitted for approval. In consultation with the PO and the RQAM, if it is determined that no QAPP is required at the time of award, the recipient must review project activities at least annually and discuss any revisions to determine whether a QAPP is appropriate.

## **J. Retention / Required Documentation**

In accordance with 2 CFR 200.334, the recipient must retain all Federal award records, including but not limited to, financial records, supporting documents, and statistical records for at least three years from the date of submission of the final financial report. The records must be retained until all litigation, claims, or audit findings have been resolved and final action has been taken if any litigation, claim, or audit is started before the expiration of the three-year period. Examples of the required records include: (1) time and attendance records and supporting documentation; and (2) documentation of compliance with statutes and regulations that apply to the project.

In accordance with 2 CFR 200.337, the EPA, the Inspector General, the Comptroller General, and the pass-through entity, or any of their authorized representatives, have the right of access to any documents, papers or records of the recipient which are pertinent to the grant award. The rights of access are not limited to the required retention period, but last as long as the records are retained.

If the demonstration projects or activities, device and/or the device components are to be sold, the recipient must comply with the program income requirements (see the Program Income section below).

## **K. Program Audit**

The EPA will conduct random reviews of recipients to protect against waste, fraud, and abuse. As part of this process, the EPA, or its authorized representatives may request documentation from current recipients to verify statements made on the application and reporting documents. Recipients may be selected for advanced monitoring, including a potential site visit to confirm project details. The EPA, or its authorized representatives, may also conduct site visits to confirm documentation is on hand and that the project is completed as agreed upon, as well as confirm applicable infrastructure adheres to Build America, Buy America (BABA) requirements. Recipients are expected to comply with site visit requests and recordkeeping requirements and must supply the EPA with any requested documents for three years from the date of submission of the final expenditure report, or risk cancellation of an active grant



application or other enforcement action.

## **L. Use of Submitted Information**

Applications and reporting materials submitted under this competition may be released in part or in whole in response to a Freedom of Information Act (FOIA) request. The EPA recommends that applications and reporting materials not include trade secrets or commercial or financial information that is confidential or privileged, or sensitive information that, if disclosed, would invade another individual's personal privacy (e.g., an individual's salary, personal email addresses, etc.). However, if such information is included, it will be treated in accordance with 40 CFR 2.203. (Review EPA clause IV.a, Confidential Business Information, under EPA Solicitation Clauses (<https://www.epa.gov/grants/epa-solicitation-clauses>)).

The EPA may make publicly available on the EPA's website or another public website copies or portions of CPRG grant project information.

The EPA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, for federal purposes, submitted project photos, including use in program materials.

## **M. Program Income**

In accordance with 2 CFR Part 200.307(b) and 2 CFR 1500.8(b), the recipient is hereby authorized to retain program income earned during the project period.

The program income shall be used in one of the following ways:

1.
  1. Added to funds committed to the project by the EPA and used for the purposes and under the conditions of the assistance agreement.

The recipient must provide a description of how program income is being used in each of its performance reports. Further, a report on the amount of program income earned during the award period must be submitted with the Federal Financial Report, Standard Form 425.

## **N. SIGNAGE REQUIREMENTS**

### **1. Investing in America Emblem**

The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by the EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>

## 2. Procuring Signs

Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or the EPA logo or seal) into the appropriate non-English language (s). The costs of such translation are allowable, provided the costs are reasonable.

## O. USE OF LOGOS

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must not be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the City of New Haven Office of Climate and Sustainability received financial support from the EPA under an Assistance Agreement. More information is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy>

## P. Public or Media Events

The EPA encourages the recipient to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

## Q. Competency of Organizations Generating Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, the recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf> or a copy may also be requested by contacting the EPA Project Officer for this award.

## R. Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>.

## S. Health and Safety Plan

Before beginning field work, the recipient must have a health and safety plan in place providing for the protection of on-site personnel and area residents, unless specifically waived by the award official. This plan need not be submitted to the EPA but must be made available to the EPA upon request. The



recipient's health and safety plan must comply with Occupational Safety and Health Administration (OSHA) 29 CFR 1910.120, entitled "Hazardous Waste Operations and Emergency Response."

#### **T. Foreign Entity of Concern**

The recipient agrees to not directly transfer EPA funds through a subaward, contract, or participant support costs to a foreign entity of concern (FEOC). The EPA considers FEOCs to include foreign entities that are owned by, controlled by, or subject to the jurisdiction or direction of a government of a foreign country that is a covered nation as defined by Congress in Section 40207 of the Infrastructure Investment and Jobs Act. The EPA uses the proposed interpretive rule from the U.S. Department of Energy (DOE) to provide additional guidance in determining FEOCs. See 88 Fed. Reg. 84,082 (Dec. 4, 2023). If DOE finalizes an interpretive rule that differs in material respects from the proposal, the EPA may amend the award agreement accordingly.

Additionally, the recipient agrees to develop and implement internal controls that ensure EPA funds are not directly transferred to FEOCs, including through subawards, contractors, and participant support costs.

#### **U. Voluntary Cost Share or Overmatch**

This award and the resulting federal funding of \$16,586,025 is based on estimated costs requested in the recipient's application dated April 01, 2024. Included in these costs is a voluntary cost-share contribution of \$7,114,410 by the recipient in the form of a voluntary cost-share or overmatch (providing more than any minimum required cost-share) that the recipient included in its proposal dated April 01, 2024. The recipient must provide this voluntary cost-share contribution during performance of this award unless the EPA agrees otherwise in a modification to this agreement. While actual total costs may differ from the estimates in the recipient's application, EPA's participation shall not exceed the total amount of federal funds awarded.

If the recipient fails to provide the voluntary cost-share contribution during the period of award performance, and EPA does not agree to modify the agreement to reduce the cost share, the recipient is in violation of the terms of the agreement. In addition to other remedies available under 2 CFR Part 200, the Agency may consider this factor in evaluating future proposals from the recipient. In addition, if the voluntary cost-share contribution does not materialize during the period of award performance then EPA may reconsider the legitimacy of the award; if EPA determines that the recipient knowingly or recklessly provided inaccurate information regarding the voluntary cost-share or overmatch the recipient described in its proposal dated April 01, 2024. EPA may take action as authorized by 2 CFR Part 200 and/or 2 CFR Part 180 as applicable.

#### **V. Historic Preservation**

##### **National Historic Preservation Act (NHPA)**

Section 106 of the NHPA requires all federal agencies to consider the effects of their undertakings, including the act of awarding a grant or cooperative agreement, on historic properties, and to provide the Advisory Council on Historic Preservation (ACHP) a reasonable opportunity to comment on such undertakings. The recipient must assist the EPA Project Officer in complying with NHPA if any activities

funded under this grant impact a historic property. Historic properties include: (a) land or buildings listed in or eligible for listing on the National Register of Historic Places; (b) archaeologically sensitive areas or in an area where traditional cultural properties are located; and (c) properties that are associated with significant historic events, are associated with significant people, embody distinctive characteristics, and contain important precontact information.

The recipient should work with their Project Officer to ensure that subrecipients are available to work with EPA on any required consultation process with the State or Tribal Historic Preservation Office prior to commencing the project to ensure compliance with Section 106 of the NHPA.

If NHPA compliance is required, necessary Section 106 consultation activities, such as historic or architectural surveys, structural engineering analysis of buildings, public meetings, and archival photographs, can be considered allowable and allocable grant costs.

### **Archeological and Historic Preservation Act (AHPA)**

This law applies if archeologically significant artifacts or similar items are discovered after an EPA-funded construction project has begun, and compliance may be coordinated with the NHPA, discussed above. The AHPA requires federal agencies to identify relics, specimens, and other forms of scientific, prehistorical, historical, or archaeologic data that may be lost during the construction of federally-sponsored projects to ensure that these resources are not inadvertently transferred, sold, demolished or substantially altered, or allowed to deteriorate significantly. The recipient must ensure that subrecipients performing construction projects are aware of this requirement, and the recipient must notify EPA if the AHPA is triggered.

### **W. Other Federal Requirements**

In addition to the statutes outlined in the Labor and Equitable Workforce Programmatic Term and Condition, Build America, Buy America Programmatic Act Term and Condition, Historic Preservation Programmatic Term and Condition, the recipient must comply with all federal cross-cutting requirements. These requirements include, but are not limited to:

- **Endangered Species Act, as specified in 50 CFR Part 402:** Non-Federal entities must identify any impact or activities that may involve a threatened or endangered species. Federal agencies have the responsibility to ensure that no adverse effects to a protected species or habitat occur from actions under Federal assistance awards and conduct the reviews required under the Endangered Species Act, as applicable.
- **Federal Funding Accountability and Transparency Act:** Recipients of financial assistance awards must comply with the requirements outlined in 2 CFR Part 170, *Reporting Subaward and Executive Compensation* and in the General Term and Condition "Reporting Subawards and Executive Compensation."
- **Farmland Protection Policy Act:** This statute requires EPA to use criteria developed by the Natural Resources Conservation Service (NRCS) to identify the potential adverse effects of Federal programs on farmland and its conversion to nonagricultural uses, to mitigate these effects, and to ensure that programs are carried out in a manner that is compatible with the farmland preservation policies of state and local governments, and private organizations. Recipients may need to work with EPA or NRCS, as appropriate, to ensure compliance.

- **Coastal Zone Management Act:** Projects funded under federal financial assistance agreements must be consistent with a coastal State's approved management program for the coastal zone.

For additional information on cross-cutting requirements visit <https://www.epa.gov/grants/epa-subaward-cross-cutter-requirements>.

NEW HAVEN DECLARATION  
EXHIBIT 18-C

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Grant Agreement</b>	<b>GRANT NUMBER (FAIN):</b> 00A01479	<b>DATE OF AWARD</b> 01/17/2025
		<b>MODIFICATION NUMBER:</b> 0	
		<b>PROGRAM CODE:</b> 5F	
		<b>TYPE OF ACTION</b> New	<b>MAILING DATE</b> 02/03/2025
<b>PAYMENT METHOD:</b> ASAP	<b>ACH#</b> 10058		
<b>RECIPIENT TYPE:</b> Municipal	<b>Send Payment Request to:</b> Contact EPA RTPFC at: rtpfc-grants@epa.gov		
<b>RECIPIENT:</b> City of New Haven 200 Orange Street Room 404 New Haven, CT 06510-2080 <b>EIN:</b> 06-6001876	<b>PAYEE:</b> City of New Haven 200 Orange Street Room 404 New Haven, CT 06510-2080		
<b>PROJECT MANAGER</b> Steven Winter 165 Church St 2nd Floor Annex New Haven, CT 06510-2080 <b>Email:</b> SWinter@newhavenct.gov <b>Phone:</b> 475-331-3769	<b>EPA PROJECT OFFICER</b> Keyana White 5 Post Office Square, Suite 100 Boston, MA 02109-3912 <b>Email:</b> White.Keyana@epa.gov <b>Phone:</b> 617-918-1436	<b>EPA GRANT SPECIALIST</b> Robert Smith Grants Management Branch 5 Post Office Square, Suite 100 Boston, MA 02109-3912 <b>Email:</b> Smith.Robert.F@epa.gov <b>Phone:</b> 617-918-1960	
<b>PROJECT TITLE AND DESCRIPTION</b>  Elm City Climate Collaborative  See Attachment 1 for project description.			
<b>BUDGET PERIOD</b> 04/01/2025 - 03/31/2028	<b>PROJECT PERIOD</b> 04/01/2025 - 03/31/2028	<b>TOTAL BUDGET PERIOD COST</b> \$ 20,000,000.00	<b>TOTAL PROJECT PERIOD COST</b> \$ 20,000,000.00
<b>NOTICE OF AWARD</b>  Based on your Application dated 08/11/2024 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 20,000,000.00. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 20,000,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>		<b>AWARD APPROVAL OFFICE</b>	
<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 1, EPA New England 5 Post Office Square, Suite 100 Boston, MA 02109-3912		<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 1, EPA New England R1 - Region 1 5 Post Office Square, Suite 100 Boston, MA 02109-3912	
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>			
<b>Digital signature applied by EPA Award Official</b> Arthur Johnson - Director, Mission Support Division			<b>DATE</b> 01/17/2025

## EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 0	\$ 20,000,000	\$ 20,000,000
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 0	\$ 0
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 0	\$ 20,000,000	\$ 20,000,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.616 - Environmental and Climate Justice Block Grant Program	Clean Air Act: Sec. 138	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	25125WB118	2226	BSF5	WF	000W57XK1	4140	-	-	\$ 20,000,000
									\$ 20,000,000

## Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 828,484
2. Fringe Benefits	\$ 449,774
3. Travel	\$ 0
4. Equipment	\$ 0
5. Supplies	\$ 48,410
6. Contractual	\$ 130,000
7. Construction	\$ 3,700,000
8. Other	\$ 14,627,665
9. Total Direct Charges	\$ 19,784,333
10. Indirect Costs: 0.00 % Base -	\$ 215,667
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 20,000,000
12. Total Approved Assistance Amount	\$ 20,000,000
13. Program Income	\$ 345,000
14. Total EPA Amount Awarded This Action	\$ 20,000,000
15. Total EPA Amount Awarded To Date	\$ 20,000,000

## Attachment 1 - Project Description

This agreement provides funding under the Inflation Reduction Act (IRA), to the City of New Haven Office of Climate and Sustainability and their Statutory Partner, the Greater Dwight Development Corporation (GDDC) the “project team.” Together, the project team will implement their project, the Elm City Collaborative (EC3), to support 14 neighborhoods in New Haven, defined as disadvantaged communities by the EPA IRA Disadvantaged Communities Map, the “project area” (West River, Dwight, Edgewood, Beaver Hills, the Hill, Amity, West Rock, Newhallville, Dixwell, Long Wharf, Fair Haven, Quinnipiac Meadows, Fair Haven Heights, and the Annex). Specifically, EC3 will deploy 4 connected strategies encompassing 12 projects that address 9 EPA climate and pollution reduction strategies. EC3’s 4 strategies will address: 1) Community Infrastructure and Land Use, 2) Housing, 3) Materials Management, and 4) Transportation. These strategies will support community action across the project area by managing stormwater and mitigating urban heat, expanding access to zero-emission transportation, significantly reducing greenhouse gas emissions, and reducing local food waste. EC3’s outputs will stimulate the local economy by training a green workforce and creating green jobs; provide funding for ongoing environmental initiatives facilitated by local businesses; reduce financial, public, and environmental impacts in communities; and reduce utility rates for energy burdened households. The activities include: 4 strategies to address environmental and climate justice in the 14 neighborhoods through integrated outreach with community-based organizations (CBOs) and resident engagement in the project area. The project team will promote improved community infrastructure and land use by establishing climate resilience corridors, creating over 5,000 feet of new greenway, and enhance soil and grow vegetation in over 90 community gardens and green spaces. The project team will revise current site requirements in the City’s Zoning Ordinance related to heat generation to better address heat islands. The project team will address housing and energy efficiency by enrolling residents in the project area who live in 1–4-unit buildings in energy efficiency counseling programs and facilitating energy upgrades for affordable housing projects through small grants. The project team will promote materials management by enhancing access to healthy food and addressing food insecurity through increased food recovery efforts, increasing community-based composting capacity by enhancing facilities, and supporting 20 schools and a network of CBOs to implement food recovery, composting, anti-litter, recycling, and local produce programs. Finally, to address transportation, the project team will conduct repair clinics and workshops to help residents maintain household appliances and consumer goods. In addition, they will increase bike infrastructure, access, and safety education. EC3 will also connect residents to green job opportunities through construction and student internships, including mini grants to stimulate grassroots community action on climate and pollution reduction actions, creating full-time green jobs, and monitoring local air quality. The anticipated deliverables include: 400 trees planted; installation of 100 stormwater diversion structures; 10,545 acres of community gardens reinvigorated and revitalized greenspaces 120 cubic yards of compost distributed; passing of a heat related zoning ordinance amendment; energy upgrades for up to 53 buildings; 1,260 affordable housing projects supported with energy upgrades; 20 schools engaged on food recovery education; 6.4 million pounds and 5.4 million pounds of edible food recovered and distributed; 300 residents reached by home device repair workshops; creation of 2,000 feet of new bike lanes; creation of 2.6 miles of bike lane protection; adding 100 electric and pedal bikes to New Haven’s bikeshare program; 150 bikes provided to residents in the project area; 3,000 students and 2,000 residents reached by bicycling safety education trainings and workshops; workforce skills training provided to 115 project area residents and 112 youth; and creation of one new community composting facility – diverting 848 tons of organic waste from landfills and creating 722 tons of compost.

The expected outcomes include reduction in annual stormwater discharges and combined sewer overflows; reduction in CO2 and pollutant emissions; reduction in ambient and indoor hazardous air



pollutants; decreased food insecurity and increased community resilience; increased carbon sequestration; increased knowledge of, and participation in, waste diversion; increased bicycle use; and increased employment in climate related jobs. The intended beneficiaries are communities within the service area in New Haven, Connecticut. Greater Dwight Development Corporation (GDDC)- Run the small building energy upgrades program, which will recruit 350 buildings to receive comprehensive energy assessments. GDDC will also offer up to four grants of up to \$100,000 each for energy upgrades at community development corporation sponsored new or substantially rehabilitated affordable housing projects. GDDC will also offer an estimated 4-10 mini grants each year (up to 30 across the grant period) to grassroots groups communities stimulating community action on climate and pollution reduction. GDDC will lead environmental monitoring on air quality and urban heat in various locations throughout the project area selected by partner organizations. GDDC will hire 1 full time engagement specialist over the grant period to lead community engagement.

CitySeed- Host a composting hub that will have the capacity to handle 889 tons of organic material per year. They will purchase equipment necessary to establish and operate the composting hub. CitySeed will deploy a full-time Food System Educator to raise awareness about healthy food options and nutrition, climate and economic benefits of buying and eating locally grown and prepared food, pathways to equitable access such as doubled SNAP and FMNP, and composting.

Haven's Harvest- Lead project efforts to rescuing food from the waste stream to address food insecurity in local neighborhoods. They will expand their food storage warehouse and update supplies to increase capacity to preserve food longer, repackage food for distribution, and hire more staff in order to increase food recovery and distribution efforts. Haven's Harvest will also collaborate with public schools to expand the number of sites and help schools donate surplus food.

Urban Resources Initiative (URI)- Collaborate to help establish green and stormwater resilience corridors throughout the project area. They will plant at least 1,900 trees and establish 100 stormwater management devices along these corridors and in adjacent streets to address stormwater management, flooding and urban head. They will also support increased plantings throughout 50 greenspaces in the project area. URI will also offer internships for 27 students per year to work on community infrastructure projects.

Park New Haven- Expand its bike share system throughout the project area by doubling the fleet of e-bikes and retrofit existing bicycles to deploy in the bike share program. Park New Haven will conduct outreach and provide bicycle education to residents in the project area.

Bradley Street Bicycle Cooperative- Restore 150 donated bicycles for Partner CBOs to distribute to low-income residents without access to safe, reliable transportation. Organize and deliver at least 17 free repair clinics per year, reaching 750 riders.

Gather New Haven- Invest in upgrades to improve soil and amenities at 45 existing community gardens. They will also increase their network of volunteers to expand capacity to make physical improvements to community gardens including new raised beds, and crop plantings.

Common Ground/NHEP- Collaborate with composting and food recovery efforts. They will expand staffing to aid in production of compost, community education, and workforce development for youth and adults. They will also establish community-based food scrap drop off locations.

DataHaven- Conduct three phase program evaluation activities for the project. Specifically, they will

include a baseline assessment of the project area, create hands on training for staff on the collection, cleaning, and utilization of data. They will also monitor data and outputs to ensure that projects are functioning as intended (i.e. reaching the intended audience of the program and conducting work equitably). Finally, DataHaven will conduct an impact assessment to estimate the net effects of the project outputs for local residents.

New Haven Coalition for Active Transportation- Expand physical and social bike infrastructure throughout the project area. They will perform equity focused outreach and provide bicycle education to 1,224 residents.

Center for Environmental Technology - Will provide technical assistance to assist the New Haven's Magnet school system in resolving logistical and organizational issues in order to implement durable food scrap diversion programs. A Student Recycling Team will support the initiative and participate in field trips to regional materials management sites. Two students from each of the four high schools projected to be part of the grant activities will form the Recycling Team and up to 10 students from each school will join field trips organized by the Recycling Educator.

MakeHaven- Conduct quarterly hands-on repair clinics and a workshop series wherein residents work alongside knowledgeable volunteers to learn how to repair and maintain consumer goods including countertop appliances, electronics, textiles, furniture, and plastic products.

New Haven Public Schools - Will assist with the transportation of students in the recycling team, supporting their participation in traveling to materials management sites to facilitate recycling education for participating students. In addition, New Haven Public Schools will assist with bicycle education and instruction.

Connecticut Department of Energy and Environmental Protection - Will assist with the distribution of 50 bike vouchers for electric bicycles to Project Area residents. This will increase access to the electric bicycles for project area residents and access to alternative transportation methods.

## Administrative Conditions

### National Administrative Terms and Conditions

#### General Terms and Conditions

The recipient agrees to comply with the current Environmental Protection Agency (EPA) general terms and conditions available at: [https://www.epa.gov/system/files/documents/2024-10/fy\\_2025\\_epa\\_general\\_terms\\_and\\_conditions\\_effective\\_october\\_1\\_2024\\_or\\_later.pdf](https://www.epa.gov/system/files/documents/2024-10/fy_2025_epa_general_terms_and_conditions_effective_october_1_2024_or_later.pdf)

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

#### A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): [rtpfc-grants@epa.gov](mailto:rtpfc-grants@epa.gov) and Project Officer on Page 1 of Award Document
- MBE/WBE reports (EPA Form 5700-52A): Grants Specialist on Page 1 of Award Document AND Larry Wells, Disadvantaged Business Utilization Program Manager: [r1\\_mbewbereport@epa.gov](mailto:r1_mbewbereport@epa.gov)
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Grants Specialist and Project Officer on Page 1 of Award Document
- Payment requests (if applicable): Grants Specialist and Project Officer on Page 1 of Award Document
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: Project Officer on Page 1 of Award Document AND [R1QAPPs@epa.gov](mailto:R1QAPPs@epa.gov)

## Programmatic Conditions

The recipient agrees to comply with the current EPA Community Change Grants Programmatic Terms and Conditions, available at: <https://www.epa.gov/inflation-reduction-act/epa-community-change-grants-program-terms-and-conditions>

These terms and conditions are in addition to the [General Terms and Conditions](#), additional programmatic terms and conditions, and the administrative terms and conditions included in the EPA award document.

Please also add the following programmatic conditions to this award:

### EQUIPMENT DISPOSITION

Notwithstanding EPA General Term and Condition “Tangible Personal Property”, in accordance with 2 CFR 200.313, when original or replacement equipment acquired under this agreement is no longer needed for the original project or program or for other activities currently or previously supported by EPA, the recipient must request disposition instructions from EPA or the pass-through entity. If the equipment is sold during the period of performance, proceeds of sales of equipment purchased with EPA funds during the period of performance are program income.

### PROGRAM INCOME

In accordance with 2 CFR Part 200.307(b) and 2 CFR 1500.8(b), the recipient is hereby authorized to retain program income earned during the project period. The recipient agrees to use the following method for applying income:

Program income is added to the total allowable costs, increasing the overall total amount of the award. Program income must be used for the original purpose of the award and under the conditions of the assistance agreement.

The recipient must provide as part of its required progress performance reports, a description of how program income is being used. Further, a report on the amount of program income earned during the award period must be submitted with all Federal Financial Report, Standard Form 425 submissions.